

ADDENDUM NO. 1
BOARD OF COUNTY COMMISSIONERS' MEETING

SEPTEMBER 27, 2011

I. COUNTY ATTORNEY CONSENT AGENDA:

- A. Approval of Second Amendment to Lease Between The Villages Operating Company and Lake County Regarding office space for the Tax Collector's Office (Fiscal Impact \$33,172)
- B. Approval of Termination Agreement between Lake County and Sumter County relating to Lake-Sumter Emergency Medical Services, Inc. The Fiscal Impact is \$1,500,000.

II. COUNTY MANAGER DEPARTMENTAL AGENDA:

- A. Authorization to issue task order to HDR, Inc. to prepare and submit FDEP closure permit application and construction design, and provide assistance during bid and construction phases, for closure of the Lake County Central Phase II Landfill. The fiscal impact of this specific effort on the part of HDR is \$329,031.
- B. Discussion of Mascotte landfill (Heron's Glen PUD)

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**

DATE:	September 16, 2011	MEETING DATE:	September 27, 2011
TO:	Darren Gray, County Manager	ITEM TYPE:	Consent Agenda
BY:	Quinnette Durkin	OTHER:	
SUBJECT:	Second Amendment to Lease Between The Villages Operating Company and Lake County		
DISTRICTS:			

RECOMMENDATION/REQUIRED ACTION:

Approval of Second Amendment to Lease Between The Villages Operating Company and Lake County Regarding office space for the Tax Collector's Office (Fiscal Impact \$33,172)

BACKGROUND SUMMARY:

The County has been leasing space with The Villages Operating Company for the Tax Collector's Office since October 1, 1999 for space located at 918 Avenida Central consisting of 1,827 square feet. The lease is scheduled to expire September 30, 2011.

The Tax Collector wishes to remain in this location and has re-negotiated the lease for a period of five years commencing October 1, 2011 and terminating September 30, 2016.

The lease rate shall remain at the current rate for the first year of the lease (\$2,764.29 per month which is \$18.16 square foot for 1,827 square feet of space). The lease rate includes taxes, insurance and common area maintenance. Effective October 1, 2012, the monthly rental amount shall be adjusted upward by the Consumer Price Index (CPI).

No termination in the lease unless there is a change in the Tax Collector at which time the successor Tax Collector has the right to terminate or continue this lease.

Fiscal Impact:	\$33,172 (expenditure)	Budget:	Operating Budget
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Account No.:	0010.7072100.830440 - Tax Collector Rentals & Leases (expenditure)
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Advertised Date:	Paper:
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ATTACHMENTS (List):

Lease

STAFF APPROVAL:

Director: BOOTH, NIKI
County Manager: BOOTH, NIKI
County Attorney: SANDY MINKOFF
Budget Office: KOONTZ, STEPHEN

DATE:

2011-09-19 16:40:23
 2011-09-22 12:00:39
 2011-09-21 07:43:34
 2011-09-20 15:59:30

ACTION TAKEN BY BOARD:

Action:
Other:
From: Administrative Support

Continued/Deferred:
Special Instructions:
By:

SECOND AMENDMENT TO LEASE
BETWEEN
THE VILLAGES OPERATING COMPANY
AND
LAKE COUNTY

This is a Second Amendment to the Lease and Addendum A of the Lease dated September 7, 1999, by and between Lake County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY"

AND

The Villages Operating Company as assignee of The Villages of Lake-Sumter, Inc., a Florida corporation by assignment dated effective as of May 1, 2006 hereinafter referred to as "VILLAGES".

WHEREAS, the parties entered into a five-year Lease beginning October 1, 1999, and ending September 30, 2004; and

WHEREAS, the parties entered into a First Amendment to Lease dated January 9, 2001 in which the Premises was amended to include an additional 1,160 square feet described as 916 Avenida Central; and

WHEREAS, the parties entered into a Lease Renewal Agreement dated September 30, 2004 providing for a five year renewal term ("First Extension Period") commencing October 1, 2004 and expiring on September 30, 2009; and

WHEREAS, the parties entered into a First Amendment to Lease dated August 18, 2009 providing for a two year renewal term ("Second Extension Period") commencing October 1, 2009 and is scheduled to expire on September 30, 2011; and

WHEREAS, the COUNTY desires to continue occupying this space and wishes to amend the lease to provide for one additional five (5) year term;

NOW THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments contained herein, COUNTY and VILLAGES hereby agree as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Term. Article III, Term of Lease, is hereby amended to allow for one (1) additional five (5) year term ("Third Extension Period") commencing October 1, 2011, and terminating September 30, 2016; and provided, however, in the event Tenant enters into a new, separate lease agreement with Landlord or Landlord's affiliate, and such new, separate lease is for space in excess of 2,000 square feet (the "Replacement Lease"), then Tenant shall have the right to terminate this Lease by giving Landlord written notice of Tenant's election to so terminate, within ten (10) days of the full execution of the Replacement Lease. In the event Tenant enters into the Replacement Lease and delivers written election of termination to Landlord within the ten (10) day period, then this Lease shall automatically terminate on the day that the first monthly payment of base annual rent is due from Tenant under the Replacement Lease. This provision shall impose no duty whatsoever on Landlord to negotiate with Tenant for any subsequent lease.

Section 3. Rent. Article IV, Rent, is hereby amended providing for County to pay to VILLAGES as rent Two Thousand Thirty Three and 74/100 Dollars (\$2,033.74) per month, on the first day of each month during the first year of the Third Extension Period. Effective on October 1, 2012 and each subsequent year thereafter the rent provided for herein shall be adjusted upward by the same percentage that the Consumer Price Index – All Items has increased between the latter of (a) the 1st day of the month in which this

lease becomes effective or (b) the last change date and one (1) year thereafter. At no time shall the rent be adjusted downward.

The breakdown of the monthly rental fee is as follows:

Monthly Base Rent	\$2,033.74
Estimated Common Area Maintenance	339.52
Estimated Insurance	62.42
Estimated Real Estate Taxes	255.78
Trash	41.50
HVAC	<u>31.33</u>
Total Monthly Rental	<u>\$2,764.29</u>

Section 4. Lease in Full Force and Effect. All other provisions of the Lease, as amended, remain in full force and effect. Further, Addendum "A" shall remain in full force and effect with the exception of the breakdown of the monthly rental fee.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: LAKE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the _____ day of _____, 2011, and _____, duly authorized to execute same.

COUNTY

ATTEST:

Board of County Commissioners
of Lake County, Florida

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Jennifer Hill, Chairman

This _____ day of _____,
2011.


Approved as to form
and legality:

Sanford A. Minkoff
County Attorney

THE VILLAGES OPERATING
COMPANY

WITNESSES:

Don Q. Pardo

By: 
Print Name: GARY L. MOYER
Title: Vice President

Karen L. Crews

Working Agenda Item Request

Item Status

IN PROCESS

Tracking Number

6134

Meeting Date

09/27/2011

Creation Date

09/21/2011 11:59:17 AM

Postponed To

Originator Full Name

WILKINSON, MICHELLE

Item Type

CONSENT AGENDA

Other Item Type Description

Districts: 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒

Subject

Termination Agreement between Lake County and Sumter County relating to Lake-Sumter Emergency Medical Services, Inc.

Attachments (List):

Termination Agreement

Department

COUNTY ATTORNEY

Public Access

YES

Division

Bypass Division Director Approval

Fiscal Impact

\$1,500,000

Budget

Account Number

9700-9797120-890996 - Lake Sumter EMS Reserves

Advertisement Required?

NO

Advertised Date

Paper

Recommendation/Required Action:

Approval of Termination Agreement between Lake County and Sumter County relating to Lake-Sumter Emergency Medical Services, Inc. The Fiscal Impact is \$1,500,000.

Background Summary:

(For spell check, write this summary in Microsoft Word and paste the results here)

Earlier this year, Sumter County provided Lake County its notice to terminate the Interlocal Agreement relating to the emergency medical services. The parties have reached an agreement regarding disbursement of assets and liabilities which are:

1. Lake County will make a one-time payment to Sumter County for \$1,500,000;
2. Specific tower site items will be retained by Sumter County;
3. Lake County will retain all other responsibility and interest to any and all assets, including but not limited to personal property, vehicles, equipment, pharmaceuticals, and accounts receivables; and
4. Sumter County will be released of all liabilities and Lake County will assume all liabilities.

The attached Termination Agreement outlines the agreement in more detail.

Action Taken By Board:

Action	Other Description
NONE <input checked="" type="checkbox"/>	
Continue/Deferred Until	Special Instruction By
Special Instructions	

TRACKING	APPROVAL STATUS	APPROVAL DATE STAMP
<u>Division Director</u>	NO NEED	
<u>Director</u>	APPROVED	09/22/2011 10:50:44 AM
<u>Budget Manager</u>	APPROVED	09/22/2011 01:50:32 PM
<u>Budget Analyst</u>		
<u>Budget Director</u>	APPROVED	09/22/2011 01:53:51 PM
<u>County Attorney</u>	APPROVED	09/23/2011 07:28:40 AM
<u>Assistant CA</u>		
<u>County Manager</u>		

Save Form

Reset Form

**TERMINATION AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
SUMTER COUNTY, FLORIDA
RELATING TO
LAKE-SUMTER EMERGENCY MEDICAL SERVICES, INC.**

THIS TERMINATION AGREEMENT is entered into by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter "Lake County," and Sumter County, Florida, a political subdivision of the State of Florida, hereinafter "Sumter County," and relates to Lake-Sumter Emergency Medical Services, Inc..

RECITALS:

WHEREAS, on or about July 2000, the parties did enter into an Interlocal Agreement relating to the provision of emergency medical services; and

WHEREAS, through the Interlocal Agreement the parties agreed to create a non-profit corporation to provide emergency medical services in Lake County and Sumter County, and to allocate the operating costs of such corporation between the parties; and

WHEREAS, Lake-Sumter Emergency Medical Services, Inc., hereinafter "Corporation," was created as a Florida non-profit corporation on June 30, 2000 by filing the Articles of Incorporation with the Secretary of State; and

WHEREAS, Corporation adopted By-Laws by resolution on July 3, 2000; and

WHEREAS, the Interlocal Agreement did provide that either party may terminate the Interlocal Agreement so long as they provide notice to the non-terminating party no later than April 1st to be effective the following October 1st at 12:00 a.m.; and

WHEREAS, Sumter County did provide notice to Lake County on or before April 1, 2011, that Sumter County intended to terminate the Interlocal Agreement, and that such termination would become effective on October 1, 2011 at 12:00 a.m.; and

WHEREAS, the parties now desire to terminate the Interlocal Agreement and allocate the parties respective assets and liabilities associated with the termination.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **Termination.** The parties hereby agree that the Interlocal Agreement executed in July 2000, shall be terminated effective October 1, 2011, at 12:00 a.m. and that the Corporation shall be dissolved in accordance with all applicable Florida Statutes as of that date.

3. **Division of Corporation Assets.** The parties hereby agree that all right, title, responsibility and interest to any and all assets, including but not limited to personal property, vehicles, equipment, pharmaceuticals, and accounts receivables of the corporation shall become the sole property of Lake County, immediately upon dissolution of the Corporation as provided in paragraph one (1) above, with the exception of the items listed in **Exhibit A**, attached hereto and incorporated herein by reference. The items listed in **Exhibit A** shall become the sole property of Sumter County immediately upon dissolution of the Corporation. If necessary, and upon request of a party, the other party shall execute any documents needed to perfect title to the respective owners as set forth herein. Lake County further agrees that a single, one-time payment shall be made to Sumter County in the amount of **\$1,500,000.00** for the purposes of settling any and all claims to the assets of the corporation. Such payment shall be made on or before Friday, October 28, 2011.

4. **Division of Corporation Liabilities.** The parties hereby agree that Sumter County shall be released from any and all liabilities of the corporation immediately upon dissolution of the Corporation as provided in paragraph one (1) above, including any and all liabilities associated with any of the assets conveyed to Lake County pursuant to paragraph three (3) above, and that Lake County shall assume all other outstanding liabilities of the Corporation.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake County, Florida, through its Board of County Commissioners, and Sumter County, Florida, through its Board of County Commissioners, through their duly authorized representatives.

(SIGNATURES CONTAINED ON THE FOLLOWING PAGES)

Termination Agreement Between Lake County and Sumter County Relating to Lake-Sumter Emergency Medical Services, Inc.

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Neil Kelly, Clerk of the Board
of County Commissioners
of Lake County, Florida

Jennifer Hill, Chair

This _____ day of _____, 2011.

Approved as to form and legality:

Sanford A. Minkoff, County Attorney

COUNTY

SUMTER COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Connie Webb, Deputy Clerk

Don Burgess, Chair

This ____ day of _____, 2011.

Approved as to form and legality:

George G. Angeliadis, County Attorney

Termination Agreement Between Lake County and Sumter County Relating to Lake-Sumter Emergency Medical Services, Inc.

EXHIBIT A – Page 1 of 1

CAPITAL ASSETS - SUMTER COUNTY RETAIN

Tag No	Description	In Svc Date	Retn Life	Original Cost	Accum Depreciation	Net Book Value	Fair Market Value	FMV Over (Under) NBV
EMS00114	TRANE 2.5 TON AIR CONDITIONER	05/23/02	10 10	2,875.00	1,237.71	1,437.29	1,437.29	-
EMS00116	TRANE 2.5 TON AIR CONDITIONER	05/23/02	10 10	2,875.00	1,237.71	1,437.29	1,437.29	-
EMS01048	GENERATOR 20KW	09/30/09	08 02	4,015.00	736.08	3,278.92	3,278.92	-
EMS00772	ANTENNA	09/30/07	08 02	1,296.00	497.03	799.57	799.57	-
				10,681.00	3,708.53	6,953.07	6,953.07	-

NON CAPITAL ASSETS TO BE RETAINED BY SUMTER COUNTY

Sumter ID#	Cost ID#	Balance ID#	Category	Description	Notes
-	300.00	(300.00)		Clermont Door	IT #0 Sumter retain
100.00	100.00	-	Radio	Andrews 200 FL 5/8 Cable	IT #0 Sumter retain
105.00	105.00	-	Radio	Andrews 210 FT 5/8 Cable	IT #0 Sumter retain
550.00	550.00	-	Radio	Andrews DB 413 Cable	IT #0 Sumter retain
500.00	445.00	55.00	Radio	Andrews DB 420 Cable	IT #0 Sumter retain
775.00	400.00	375.00	Radio	Telewave ANT450F10	IT #0 Sumter retain
2,750.00	2,360.00	390.00	Radio	Andrews 400 FT 7/8 Cable	IT #0 Sumter retain
1,300.00	500.00	800.00	Radio	RFS Systems 1000 FT 7/8 Cable	IT #0 Sumter retain/Purchased from TESCO \$ 199
3,000.00	720.00	2,280.00	Radio	Andrews 200 FL 5/8 Cable	IT #0 Sumter retain/Purchased from TESCO \$ 199
3,000.00	100.00	2,900.00	Radio	Antenna System 3 FT DISH	IT #0 Sumter retain/Purchased from TESCO \$ 199
3,000.00	100.00	2,900.00	Radio	Antenna Sys 3 FT DISH	IT #0 Sumter retain/Purchased from TESCO \$ 199
15,080.00	5,680.00	9,400.00	SUMTER RETAIN		

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**

DATE:	August 30, 2011	MEETING DATE:	September 20, 2011
TO:	Darren Gray, County Manager	ITEM TYPE:	Departmental Agenda
BY:	Schwartzman, Barnett	OTHER:	
SUBJECT:	Central Phase II Landfill Closure		
DISTRICTS:	3		

RECOMMENDATION/REQUIRED ACTION:

Authorization to issue task order to HDR, Inc. to prepare and submit FDEP closure permit application and construction design, and provide assistance during bid and construction phases, for closure of the Lake County Central Phase II Landfill. The fiscal impact of this specific effort on the part of HDR is \$329,031.

BACKGROUND SUMMARY:

In 1991, Lake County constructed and placed the Astatula Ash Residue Monofill into service as a disposal cell for ash residue from the Waste to Energy Facility. Over the years this landfill has been expanded to its maximum design capacity to serve the disposal needs of Lake County. The Central Phase II Landfill has reached its permitted capacity and is required to be closed in accordance with Rule 62-701, F.A.C. The Central Phase III Ash Monofil was placed into service in March 2011 and is presently meeting the disposal needs of Lake County.

The estimated construction cost for completion of the actual closure process for the Phase II Landfill is \$1,813,901. Design and/or engineering services in support of projects having a value below \$2 million may be contracted through use of continuing contracts awarded under the Consultants Competitive Negotiation Act (CCNA, Section 287.055 Florida Statute). Contracting for the engineering services in support of the closure effort using a continuing contract would enable the engineering effort to start immediately upon approval of this agenda item. Initiating and awarding a separate contract for the required engineering services would involve a lead time in excess of four months.

Time is of the essence. The County is currently expending much higher than normal costs for leachate removal from the primary County landfill operation due to the "open" status of the new Phase III and the old Phase II landfills. The sooner the Phase II landfill can be put into "closed" status, the sooner these excess costs can be eliminated.

Staff hereby requests Board approval to immediately initiate the required engineering services by use of a continuing contract. As CCNA does not allow for price competition among continuing contract vendors, a proposal from the continuing contract vendor considered most qualified to perform the specific engineering effort (HDR) was requested. The fiscal impact stated for this agenda item reflects HDR's proposed charges for the required services. These charges are considered fair and reasonable based on evaluation by County staff. A copy of the HDR proposal is attached. Funding for the engineering and construction phases of this project is included in the FY 2012 budget.

As a matter of note, Board approval of specific tasks under continuing contracts is generally not required due to existing delegations of authority in that regard. However, the dollar value of this project, and its related engineering services, are deemed to warrant specific BCC review and consideration.

Fiscal Impact: \$329,031**Budget:**

Account No.: Phase 2 Closure

Advertised Date:

Paper:

ATTACHMENTS (List):

Vendor (HDR) Proposal

STAFF APPROVAL:

DATE:

Director: PHYLLIS HEGG

2011-08-31 08:18:38

County Manager: BOOTH, NIKI

2011-09-06 08:38:52

County Attorney: SANDY MINKOFF

2011-09-02 13:05:15

Budget Office: KOONTZ, STEPHEN

2011-09-01 15:02:19

ACTION TAKEN BY BOARD:

Action:

Continued/Deferred:

Other:

Special Instructions:

From: Administrative Support

By:



August 4, 2011

Mr. Gary Debo
Operations Compliance Specialist
Lake County Department of Environmental Utilities
13130 County Landfill Road
Tavares, FL 32778

**RE: Proposal to Prepare FDEP Closure Permit Application, Provide Construction Design,
Bid Phase Assistance and Construction Phase Services
Lake County Solid Waste Management Facility
Astatula Class I, Phase II Landfill Closure**

Dear Mr. Debo:

As requested, HDR Engineering, Inc. (HDR) has prepared this scope of work to assist the County in completing the closure of the Astatula Class I, Phase II Landfill as required by the Florida Department of Environmental Protection (FDEP). The scope of work includes preparation of the FDEP Closure permit application, preparation of construction level design documents, bid phase assistance and construction phase services. The proposal is discussed in detail below including: scope of services, estimated fee, schedule and assumptions.

Task 1: Project Kick-Off Meeting and Existing Infrastructure Review

HDR will meet on-site with the Lake County to review the limits of closure, access road location, intermediate cover thickness, existing and potential on-site landfill soil cover materials, existing locations of stormwater management structures and channels, leachate collection system layout, passive landfill gas venting system, utilities, and other details that will need to be incorporated into the proposed final cover design. HDR will coordinate with Lake County to obtain copies of applicable files and site information. HDR understands the majority of the documents are available in AutoCAD format in consistent horizontal and vertical datum. HDR will digitize the limits of the Phase II bottom liner from the hardcopy files obtained from Lake County:

- As-built bottom liner anchor trench within the closure area.
- As-built limits and details of the existing Phase II partial closure.
- Most recent permitted final cover grades.
- Current topographic survey and site survey within the limits of proposed cover.
- Permitted final cover and bottom liner anchor trench detail.
- Roadway and structures within existing and proposed closure area.
- Existing and proposed stormwater structures on the final cover and perimeter conveyance system.
- Laboratory test data of the existing intermediate cover and proposed final cover soil stockpiles (e.g. particle size distribution, USCS classification, permeability, shear test data).
- Location of leachate cleanouts and risers and other utilities (including electrical) at the toe of the slope.
- Leachate riser and cleanout pipes to be penetrated through the final cover.

Task 2: Design Criteria, Methodology and Preliminary Layout Drawings

HDR will develop preliminary layout drawings for Lake County's review at a 10%-level. The drawings will contain the proposed grading plan of the partial closure area and details containing the final cap

profile, stormwater collection and landfill gas venting components. HDR will evaluate potential alternates to the current permitted closure system (from bottom to top 50 mil HDPE or LLDPE SuperGripnet Liner, geotextile and two feet of soil). Post-closure care use of the closed landfill will be evaluated including the use of solar energy panels. The design criteria and the methodology will be presented to the County in a memorandum. The drawings may be presented at the FDEP Pre-Application meeting to highlight the proposed changes to the permitted final cover.

Task 3: FDEP Pre-Application Meeting

HDR will coordinate with both County staff and FDEP Central District staff to conduct a pre-application meeting for the closure project. HDR will prepare an agenda and meeting materials. HDR will lead the discussion and take meeting notes. Final meeting notes will be prepared and distributed to meeting attendees. Upon receipt of comments, HDR will finalize the meeting notes as part of the project record.

Task 4: Closure Permit Application and Drawings

Upon receipt of comments from the pre-application meeting, HDR will initiate production of the permit application and drawings for a Subtitle D closure system. The proposed final cap system profile will be, from bottom to top, 6-inches of intermediate cover soil, HDPE or LLDPE SuperGripnet liner, geotextile, 18-inches of cover soil and 6-inches of topsoil. HDR may consider looking into acceptable alternatives to this permitted liner system based on a equivalency review. The proposed LFG venting system will be discussed in the application. No significant changes to the intermediate cover grading is proposed unless required to meet the design intent. The permit application package will be submitted on appropriate forms and will include the information required in FAC 62-701.500 and 62-701.600. The permit application drawing set will likely include:

- Cover Sheet
- General Notes and Abbreviations
- Site Plan with Aerial Photo
- Topographic Survey (supplied by County)
- Project Area Existing Surface Conditions
- Proposed Intermediate Cover Grading Plan
- Proposed Final Cover Grading Plan
- Gravel Access Road Design
- Stormwater Management System Details
- Miscellaneous Details
- Sections
- Erosion and Sediment Control

The Class I landfill closure permit application will include the following:

- FDEP Permit Application Form
- Closure Engineering Report
 - Veneer Slope Stability
 - Capacity of subsurface Drainage Layer
 - Passive Venting System
 - Water Quality Monitoring Plan
 - Surface Water Management Plan
- Long-Term Care Plan
- Construction Quality Assurance Plan
- Technical Specifications

- Surveying
- Earthwork – Intermediate Cover (Geomembrane Subgrade), Cover Soil and Topsoil
- Geomembrane
- Geocomposite if applicable
- Geotextile
- Piping
- Gravel
- Asphalt Pavement if applicable
- Stormwater Controls

HDR will provide Lake County one draft copy of the application at both the 60% and 90%-design completion levels. HDR will address the County's comments prior to submitting the permit application package to the FDEP. HDR will submit four copies of the permit submittal documents and drawings to the FDEP and submit two final copies to the County. Additionally, HDR has budgeted for one on-site meeting with County staff to finalize permit application documents.

Task 5: FDEP Requests for Additional Information and Permit Review

HDR has included a cost for addressing additional information that may be requested by the FDEP during permitting stage. HDR will correspond with the FDEP reviewers to make sure that HDR's approach to each item adequately addresses the FDEP's question or request. If there are additional RAIs, HDR will meet with the reviewers to resolve any further issues before proceeding with the formal response. Upon receipt of the Intent to Issue, HDR will review the draft closure permit conditions on behalf of the County to ensure that they are all consistent with the intentions of the permit application and consistent with the current rules and regulations. HDR will provide the County with draft copies for review and address the County's comments before preparing the final submittals.

- Lake County will be responsible for costs associated public notices, surveying and permit application fees. It is anticipated the FDEP closure permit fee will be \$7,500.
- HDR assumes that no modifications to the facility's Environmental Resource Permit are necessary to permit the proposed closure system. HDR will incorporate the existing stormwater management system in the closure permit application. Detailed stormwater calculations (i.e. terrace and culvert sizing) for stormwater management on the closure cap will be included in the closure permit application.

Task 6: Preparation of Construction Drawings and Specifications

HDR will develop the design plans and specifications for the closure, and will prepare an Engineer's Estimate of Probable Cost for Lake County. The most recent topographic survey within the closure limits will be performed by County and submitted to HDR. The bids will be prepared based on lump sum price. HDR will also tabulate the major unit items and the units to obtain a unit price for each of the identified bid items to facilitate bid evaluation.

The construction drawing set, provided in 11-inch by 17-inch format, will include:

- Cover Sheet
- General Notes and Abbreviations
- Site Plan
- Existing Conditions
- Intermediate Cover Grading Plan
- Final Cover Grading Plan
- Final Cover Stormwater Management Plan

- Access Road Plan and Profile
- Miscellaneous Civil Details (3)
- Sections (2)

The technical specifications set will include:

- General Requirements
- Surveying
- Measurement and Payment
- Submittals
- Construction Facilities and Temporary Controls
- Project Closeout
- Earthwork
- Geomembrane
- Geotextile
- Geocomposite if applicable
- Piping
- Gravel
- Erosion and Sediment Control

Task 7: Client Review and Address Comments

As part of the design process, HDR will work with Lake County staff to provide a review of the 90% draft of the closure cap construction design documents and drawings. HDR will address the County's comments before finalizing the construction-level drawings and documents.

HDR will provide Lake County detailed design drawings and specifications for insertion into the County's prepared bidding package.

Task 8: Closure Construction Bid Assistance

Following the County's acceptance/approval of the Contract (Bidding) Documents, HDR will provide Bidding and Negotiation Phase services. HDR will provide the following services under this section:

- Compile a PDF of Bid Package documents for copy and distribution to prospective bidders,
- Preparation of the newspaper advertisement,
- Provide pre-bid conference agenda and meeting minutes,
- Attend one pre-bid conference for interested contractors at the Astatula Phase II closure,
- Provide technical information to County for issuance of addenda, as appropriate, to clarify, correct, or amend the Contract Documents,
- Prepare responses to the County's Procurement Office for all questions from proposed bidders, raised during the bidding period. Procurement Office will issue the addenda, and
- Assist the County in tabulating and evaluating bids. This will include preparation of a spreadsheet comparing the bids. A recommendation letter for bid award will be prepared upon request.

Task 9: Construction-Phase Administrative Services and Engineering Support

The purpose of this task is to provide construction administration services to Lake County during Astatula Landfill Phases I and II closure. HDR will provide the following services:

- Review of Contractor applications for payment to ensure conformance with amount of work completed,
- Review of shop drawings, schedules and other project submittals required by the contract documents,
- Primary party in resolving any and all construction plan constructability issues and informational questions as they relate to the project,
- Issue field orders to clarify design intent and permitting requirements,
- Develop change orders which affect contract price and time and discuss with County prior to issuing,
- Coordinate with CQA Monitor and review Daily Observation Reports, and
- Assist in final closeout of the project.

Task 10: Periodic Construction Site Visits and Weekly Progress Meetings

HDR will make up to six site visits to Astatula Landfill during project milestones and periodically during the period of intense construction. During site visits, HDR will conduct weekly progress meetings with the owner and contractor, monitor construction progress, monitor construction deficiencies and assess the project's compliance with QA/QC procedures. For each meeting, HDR will prepare meeting minutes for distribution.

For the closure construction project we have assumed following site visits:

- Pre-construction meeting,
- Geosynthetics pre-construction,
- Initial placement of vegetative subsoil,
- Substantial completion and preparation of a punch-list,
- Final completion and punch-items list, and
- FDEP certification inspection.

Task 11: On-site CQA Construction Observations

During construction of the final cover 62-701.400(7)(a), FAC requires the construction be monitored by an independent qualified 3rd party CQA monitor. The CQA monitor's responsibilities will be described in detail in the Construction Quality Assurance Plan for closure. This CQA monitor serves under the engineer-of record and must monitor, test and certify all construction activities in accordance with the Drawings, Specifications and CQA Plan. The CQA monitor will also serve as the day-to-day observer for the engineer-of-record for the FDEP certification report. The CQA monitor will stay current with the progress and quality of the work and evaluate whether the work is proceeding in accordance with the contract documents. On the basis of such observations, the CQA monitor will keep Owner and HDR informed of the progress and quality of the work and will endeavor to guard Lake County against defects and deficiencies in the work of the Contractor. A daily written construction progress report and photographic record will be kept. Final certification of construction must be made to the FDEP by a Professional Engineer registered in the state of Florida.

The CQA monitor will monitor the following:

- The CQA monitor will make two single-day site visits during placement of the intermediate cover by the contractor,
- Intermediate cover surface during geosynthetics deployment,
- unloading, installation and seaming of all geosynthetic liner materials,
- field geomembrane quality assurance testing procedures,
- geocomposite/geotextile deployment and installation,
- soil cover installation per FAC 62.701.400(7)(a),
- Stormwater management system installation,

- the liner system tie-in with existing closure areas,
- toe drain, and
- vegetation.

For budgetary purposes, we have assumed the CQA monitor will be on-site for a 6-week and 60-hour week construction period and two single-day visits during intermediate cover placement to perform the aforementioned tasks. The CQA monitor will also collect the required Quality Assurance samples for testing.

Task 12: Construction Certification Reporting and Record Drawings

HDR will prepare a construction certification report including the record drawings received from the contractor meeting the requirements of the project drawings, specifications and CQA Plan and to a level acceptable by the FDEP for approval. HDR will compile QA/QC documents for earthwork and geosynthetics, the CQA monitor's daily observation logs, select photographs, record surveys, and FDEP Form 62-701.900(2), to include in the certification report. The certification report will also document any deviations from permit documents. HDR will also respond to FDEP requests for additional information (RAIs).

It is our assumption that no ERP certification required.

FEE SCHEDULE

HDR will furnish all labor, equipment and materials to accomplish the scope of work described herein based on a time and materials basis, not to exceed \$329,031. The individual task breakdown is as follows:

Task 1 – Project Kick-Off Meeting and Existing Infrastructure Review	\$16,343
Task 2 – Design Criteria, Methodology, and Preliminary Layout Drawings	\$18,936
Task 3 – FDEP Pre-Application Meeting	\$ 3,549
Task 4 – Closure Permit Application and Drawings	\$77,559
Task 5 – FDEP Requests for Additional Information and Permit Review	\$18,824
Task 6 – Preparation of Construction Drawings and Specifications	\$39,808
Task 7 – Client Review and Address Comments	\$ 3,913
Task 8 – Closure Construction Bid Assistance	\$34,420
Task 9 – Construction-Phase Administrative Services and Engineering Support	\$38,171
Task 10 – Periodic Construction Site Visits and Weekly Progress Meetings	\$13,351
Task 11 – On-Site CQA Construction Observation	\$45,581
Task 12 – Construction Certification Reporting and Record Drawings	\$18,576

Total \$329,031

Assumptions:

- HDR assumes that all topographic surveys will be provided by the County.
- HDR assumes that the selected Contractor will be responsible for placement of the required 6-inch intermediate cover over the proposed closure area.
- HDR assumes that the County will provide the complete front end documents for inclusion into the bid documents and that the front end documents will not require editing or other efforts from HDR other than inclusion and reproduction.
- Lake County will be responsible for costs associated with public notices, surveying and permit application fees. It is anticipated the FDEP closure permit fee will be \$7,500.

- HDR assumes that no modifications to the facility's Environmental Resource Permit is required due to proposed closure system. HDR will incorporate stormwater design in the closure permit application.
- 4 hours of HDR staff engineer time, 2 hours of HDR senior engineer time and 0.5 hours of HDR quality control reviewer time has been allocated for front-end documents. HDR will edit only project-descriptive details in the front-end documents (i.e. pre-bid meeting date & location, project name, table of contents, headers and footers). HDR will perform a quality review for completeness of these project-specific details. HDR assumes that the County will thoroughly review and edit the front-end documents to meet the County's administrative, legal and procedural needs. For the purposes of this workscope, "front-end documents" include those documents which state the Work's Procurement, contracting and general requirements and documents and are contained in Divisions 0 and 1 of the Construction Specifications Institute's Masterformat.
- This scope of work and cost estimate does not include expenses related to production of bid packages and addenda. We have assumed that the County will produce and disburse all bid packages and bid addenda.
- A maximum cost of \$6,000 was assumed for conformance testing of materials (i.e., soils lab testing, geosynthetics lab testing, etc.). If the cost increases beyond \$6,000, HDR will provide laboratory invoices for compensation by the County.
- Survey of the existing conditions of the site will be prepared and submitted to HDR in AutoCAD format.
- The period of construction by the closure contractor (from start of construction through substantial completion) will be no longer than 60 days and the period of intense construction (times when a CQA monitor must be present at all times) is no longer than 42 days (6 days/week, 60 hours/week). Two single-day site visits during placement of the intermediate cover material are also included in this fee estimate. If the working week for the CQA monitor is longer than 60 hours/day, any time over 60 hours will be charged on a T&M basis.

We appreciate this opportunity to provide solid waste consulting services to Lake County. Please feel free to call me at (352) 642-1105 if you have any questions regarding this proposal.

Sincerely,

John Locklear

John Locklear, P.G.
Associate Vice President
HDR Engineering, Inc.